

FLORIDA VIRTUAL SCHOOL PROGRAM PARTICIPATION AGREEMENT

This agreement ("agreement") is made and entered into this ___ day of ___, 2012 by the School Board of Sarasota County, Florida ("District") and Florida Virtual School ("Virtual Instructional Provider" or "Contractor"), and provides as follows:

1. The term of this agreement is for the period July 1, 2012 to June 30, 2013 ("term"), unless cancelled by either side as provided herein.

2. District elects to participate in the following options to meet the Virtual Instructional Program (VIP) requirements for its resident students in accordance with the terms of section 1002.45 Florida statutes.

A. ___ Florida Virtual School Full Time - serving Grades K – 5

B. ___ Florida Virtual School Full Time - serving Grades 6 – 8

C. X Florida Virtual School Full Time - serving Grades 9 – 12

[Please check and initial program(s) selected.]

3. District and VIP agree to the terms and conditions contained in Attachments A, B, and C attached hereto and incorporated herein as true and accurate.

4. This contract shall be effective upon the date upon which it is signed by both the District and the Virtual Instructional Provider, whichever is later and shall replace any other agreements previously between the Parties as to a virtual school program.

FLORIDA VIRTUAL SCHOOL

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

By: _____
Printed name: _____
Title: President and CEO
Date: _____

By: _____
Printed name: _____
Date: _____

Approved for Legal Content
July 9, 2012, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH

ATTACHMENT A

Scope of Work:

The Virtual Instructional Provider is to operate a K – 12 virtual school to provide a free, full-time 180-day online instructional program to eligible students during the 2012 – 2013 school year. Funding will be based on the regulations established by the Florida Department of Education in accordance with the Florida s. 1002.45. The Virtual School is to provide each student with all necessary instructional materials as defined by the Department and the statute and through guidelines established by the District which may include a computer, a monitor, a printer and access to a reimbursement for Internet services. All students are required to participate in the state assessment program created in Section 1008.22 Florida statutes, and all instructional staff must be highly qualified as identified by NCLB standards and hold valid Florida teaching certificates under provisions of Chapter 1012, Florida Statutes. The Virtual Instructional Provider will ensure all employees and contracted personnel undergo background screening as required by Section 1012.32, F.S., using state and national criminal history records and will provide a list of instructional employees to the District for verification of compliance and according to the Virtual Instructional Provider's standard procedures. All curriculum and course content must align to Florida's Next Generation Sunshine State Standards. The District is to participate in Florida's school accountability system established in Section 1008.31, Florida Statutes. The Virtual Instructional Provider agrees to establish a student progression plan, student calendar and other standard policies to support a virtual program in compliance with applicable Florida Statutes. As required in s. 1002.45, a detailed curriculum plan is provided in Attachment C that illustrates how students will be provided services and be measured for attainment of proficiency in the Next Generation Sunshine State Standards for each grade level and subject. For districts who select the provision of a full-time virtual instruction program to students in grades 9 through 12, the Virtual Instructional Provider will report the successful completion of courses to the District and it is the District's responsibility to confirm that a student has satisfied the requirements for graduation in s. 1003.428, s. 1003.429, or s. 1003.43. The Virtual Instructional Provider will establish a standard schedule for providing data for required state reporting that enables timely submission to the Department of Education. District cannot be assured of receiving reports from the provider that do not follow this schedule. Attachment D provides an illustrative schedule of reporting [for the full time VIP Survey Data and Grades and Attendance](#) based on the 2011-12 school year.

Role of the District:

1. Assign District VIP students to school number 7001 under the appropriate provider by code and other actions required by the Florida Department of Education.
2. Verify the enrolled students are residents of the District.
3. Provide testing locations for all students for the FCAT and to administer any required testing; to provide readiness screening for students entering grade K.
4. Provide any required services to support a student's IEP consistent with the legal requirements for serving students with special needs in a virtual school.

5. Designate to the Virtual Instructional Provider, a District Liaison to act for the District in all matters pertaining to this contract and to accept and approve all deliverables and invoices.
6. Accept standard publications of the Virtual Instructional Provider for all compliance and documentation purposes (i.e., in the event of a request regarding curriculum the standard program guide may be used, the student handbook may be used for provider policies and procedures and hours of provider personnel availability, certification status and physical location of instructional personnel will be provided in scheduled state reporting, other information may be provided as needed, including but not limited to monthly school report for student-teacher ratios, state data submissions and state report cards for completion, promotion, and other accountability outcomes).
7. Report to the state for payment all students served under this Agreement as reported to the District by the Virtual Instructional Provider.
8. Pay the Virtual Instructional Provider in accordance with Attachment B.
9. Provide information to parents and students about right to participate in District VIP.
10. Provide a diploma for graduating seniors.

ATTACHMENT B
Payment Terms and Conditions

Cost of Services for the 2012-2013 School Year:

1. *Annual Student Service Fee (Per funded full-time FTE.)* **\$5,200.00 per student**
*Payment will be prorated for any fractional FTE.
Includes up to six (6) full credit courses per student plus
materials and reclamation of durable and
unused goods.*

2. *Annual Student Computer Services Fee* **\$655.00per student**
*(Per funded full-time FTE. Payment will be prorated for any
fractional FTE.) Includes desktop computer, scanner/printer,
shipping, technical support, and reclamation of hardware*

3. *Annual Student ISP Fee* **\$ 99.50 per student**
*(Per funded full-time FTE. Payment will be prorated for any
fractional FTE.)*

4. *Annual Student Intensive Reading Fee* **\$380.00 per student**
*(Payable so long as the student is reported during an enrollment
survey period.)*

In the event that legislation is altered or DOE implements differing requirements that require technology services be provided to additional students, the funding agreement will be addressed based on the new requirements.

The services described in items two through four will be provided by Virtual Instruction Provider only if specifically requested by District on an individual basis.

Invoice/Payment Schedule:

- February 1, 2013 due on or before February 28, 2013 based on FTE reported in the FTE Survey 2 in October of 2012.
- June 1, 2013 due on or before June 30, 2013 based on FTE reported in the FTE Survey 3 in February of 2013.
- Final reconciliation July 31, 2013
- A final reconciliation will be performed of the Annual Fees based on the funded FTE paid to the District and the amounts paid to the Virtual Instructional Provider no later than August 15, 2013. In the event that the Annual Student Fees paid to the Contractor exceed the number of FTE's funded to the District for students enrolled under this contract, the Virtual Instructional Provider shall refund the difference to the District no later than the following September 30.

Attachment B - Continued

- I. Virtual Instructional Provider in delivering the services contracted for shall provide Deliverables in the form of instructional tools and supplies, instructional materials, and computer hardware and software as are necessary to deliver the Project, but will retain ownership of all such Deliverables.
- II. To the best of the Virtual Instructional Provider's knowledge, the Virtual Instructional Provider further warrants that as to each Deliverable produced pursuant to this Contract, Virtual Instructional Provider's production of the Deliverable and the District's use of the Deliverable, will not infringe on the copyrights of any third party. This provision applies to each work of authorship in which copyrights subsist pursuant to 17 U.S.C. Sections 102-105 and to each exclusive right established in 17 U.S. C. Section 106. To the best of the Virtual Instructional Provider's knowledge, in furtherance of this provision, the Virtual Instructional Provider warrants that:
 - a. As to each work of software or other "information technology" as identified in Section 287.012(15), Florida Statutes, in which copyrights subsist, the Virtual Instructional Provider has acquired the rights by conveyance or license to any third party software or other information technology, which was used to produce the Deliverables.
 - b. As to each image and sound recording incorporated into a Deliverable, the Virtual Instructional Provider has acquired the necessary rights, releases and waivers from the person whose image or sound is included, or from the holder of the copyrights subsisting in the literary, musical, dramatic, pantomime, choreographic, pictorial, graphic, sculptural, motion pictures, audiovisual, work or sound recording from which the included image or sound was taken.
- III. If there is a modification to the rules and regulations approved by the State Board of Education in contradiction to the terms outlined in this contract, the Parties will amend the contract as necessary to bring the contract into accord with the rules and regulations so long as such change does not materially change the Deliverables as currently defined.
- IV. Virtual Instructional Provider will comply with all applicable laws including, but not limited to, those requiring confidentiality of student records.
- V. Virtual Instructional Provider has filed for or is the owner of various trademarks and logos. The District will be granted the use of such logos and trademarks in connection with its virtual school offering but shall be limited to those services provided under this contract.
- VI. Virtual Instructional Provider will maintain and keep in force Worker's Compensation, Liability and Property Damage Insurance to protect it from claims under worker's compensation claims for personal injury, including death, and claims for damages to any property of the District, or of the public, which may arise from operations under this Agreement, whether such operations be by Virtual Instructional Provider, or by any subcontractor or anyone directly or indirectly employed by any of them.
- VII. In no event will the District, Board members, District officers, employees, or agents be responsible or liable for the debts, acts or omissions of Virtual Instructional Provider, its officers, employees, or agents.
- VIII. Method for Conflict Resolution - Any dispute concerning performance of the contract shall be decided by the District's designated contract manager, who shall reduce the decision to writing and serve a copy on the Virtual Instructional Provider. The decision shall be final and conclusive unless within ten (10) days from the date of receipt, the Virtual Instructional Provider files with the District a petition for administrative hearing. The District's decision on the petition shall be final, subject to Virtual Instructional Provider's right to review pursuant to Chapter 120 of the Florida Statutes.

Exhaustion of administrative remedies is an absolute condition precedent to the Virtual Instructional Provider's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

- IX. Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate state court in Sarasota County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.
- X. Termination – This contract may only be terminated before its expiration as follows: a) both Parties agree in writing to the termination; or b) if either Party materially breaches the contract and fails to cure such breach within ninety (90) days following written notification of such breach from the other Party, the non-breaching Party may elect to terminate.
- XI. Debt Responsibility – As required by Florida statute, the Virtual Instructional Provider is responsible for all debts for the school district virtual instruction program that arise out of the Virtual Instructional Provider's performance of this contract if the contract is not renewed or is terminated. This does not excuse the District from paying any obligations incurred resulting from its obligations under this contract or from the payment of any debts incurred under this contract for termination, unless such termination is as provided for in Section X.
- XII. Virtual Instructional Provider is required to comply with all requirements of s. 1002.45 and will comply with disclosure requirements adopted in rule by the State Board of Education.
- XIII. Virtual Instructional Provider agrees to be bound by and meet all requirements in Section 1002.45, Florida Statutes, as may be amended from time to time, including, but not limited to, the requirements for background screening for all employees.
- XIV. To the extent permitted by law, Virtual Instruction Provider agrees to indemnify and hold District, its Board Members, officers, employees and agents harmless from all liability, claims and demands arising from any suit, claim, charge or proceeding brought in connection with or related to Virtual Instruction Provider's operation or conduct of any of Virtual Instruction Provider's employees, agents or representatives. This provision will not be deemed a relinquishment or waiver of any applicable limitation of liability and sovereign immunity available to Virtual Instruction Provider or District under law.

ATTACHMENT C

Detailed Curriculum Plan

General information

All students enrolled in the FLVS FT VIP program in grades K-8 will participate in their grade-level specific schedule, included in this document. Students in grades 9-12 will participate in a Regular, Honors, or Rigorous Academic Track with classes assigned according to credits needed for graduation in their district. The following represents the detailed curriculum plan for districts in the Virtual Instruction Program (VIP) for 2012-2013. Students performing above or below grade level may receive additional adjustments, subject to district approval as follows:

Students performing below grade level K-8

Students who are not performing at grade level will be placed in their appropriate grade-level courses but may receive additional content and instruction designed to address their deficiencies. Students who are not performing at grade level in math grades 3-8 may receive enhanced course content in math. The course codes will be the same as the standard course codes for these courses but the student's records will identify the course as "Essential." Students who scored a level 1 or 2 on the FCAT Reading test will be placed in an Intensive Reading course in place of Educational Technology and Online Learning and Art. Health and Physical Education may also be waived for these students as necessary.

Students performing above grade level K-8

Students who are above grade level may receive enhanced course content in language arts, math, or science in grades 3 through 8. The course codes will be the same as the standard course codes for these subjects in grades 3-5 but the student's records will identify the course as "Advanced, Enriched or Accelerated." In grades 6-8, course codes for Advanced content will be used. Students receiving this content will not qualify for any "gifted" designation within their resident district. Students who are well above grade level in math may receive a math course at one or more grade levels above their age-based grades with district approval.

In addition, students may be offered one (and in rare situations, more than one) additional Elective course, with district approval. Electives and further details about courses may be viewed in the FLVS FT Program Guide 2012-2013. Course, and unit descriptions for grades K-8 are available at <http://www.connectionsacademy.com/curriculum/elementary-school/free-online-learning.aspx> and <http://www.connectionsacademy.com/curriculum/middle-school/free-online-learning.aspx> and for high school at <http://www.flvs.net/areas/flvscourses/Pages/Course%20Catalog/CourseListing.aspx#high>.

All courses include detailed assessments to ensure student mastery of Florida requirements. Details about the assessments are available from the Florida Department of Education in the Florida Connections Academy provider application or from Florida Virtual School.

The Contractor represents that to the best of its knowledge, all curriculum provided under this plan complies in all material respects to the Florida Next Generation Sunshine State Standards for each grade level and subject.

Kindergarten	Grade 1	Grade 2
Language Arts (5010060) Math (5012020) Science (5020010) Social Studies (5021020) Introduction to Computers (1/2 year) (5002000) Art (1/2 year) (5001000) Physical Education (5015020)	Language Arts (5010060) Math (5012030) Science (5020020) Social Studies (5021030) Introduction to Computers (1/2 year) (5002000) Art (1/2 year) (5001000) Physical Education (5015030)	Language Arts (5010060) Math (5012040) Science (5020030) Social Studies (5021040) Introduction to Computers (1/2 year) (5002000) Art (1/2 year) (5001000) Physical Education (5015040)

Regular Track	Intensive Track	Talented/Advanced Track
3rd Grade Language Arts (5010060) Math (5012050) Science (5020040) Social Studies (5021050) Introduction to Computers (1/2 year) (5002000) Art (1/2 year) (5001000) Physical Education (5015050)	Language Arts (5010060) Intensive Reading PACE (5010050) Essential Math 3 (5012050) Science (5020040) Social Studies (5021050) Physical Education (5015050)	Enriched Language Arts (5010060) Enriched Literature Study (included in 5010060) Accelerated Math 3 (5012050) Enriched Science (5020040) Social Studies (5021050) Introduction to Computers (1/2 year) (5002000) Art (1/2 year) (5001000) Physical Education (5015050)
4th Grade Language Arts (5010060) Math (5012060) Science (5020050) Social Studies with Florida State History (5021060) Introduction to Computers (1/2 year) (5002000) Art (1/2 year) (5001000) Physical Education (5015060)	Language Arts (5010060) Intensive Reading PACE (5010050) Essential Math 4 (5012060) Science (5020050) Social Studies with Florida State History (5021060) Physical Education (5015060)	Enriched Language Arts (5010060) Enriched Literature Study (included in 5010060) Math 5 (5012070) Enriched Science (5020050) Social Studies with Florida State History (5021060) Introduction to Computers (1/2 year) (5002000) Art (1/2 year) (5001000) Physical Education (5015060)
5th Grade Language Arts (5010060) Math (5012070) Science (5020060) Social Studies (5021060) Introduction to Computers (1/2 year) (5002000) Art (1/2 year) (5001000) Physical Education (5015070)	Language Arts (5010060) Intensive Reading PACE (5010050) Essential Math 5 (5012070) Science (5020060) Social Studies (5021060) Physical Education (5015070)	Enriched Language Arts (5010060) Enriched Literature Study (included in 5010060) Math 7 (1205040) Enriched Science (5020060) Social Studies (5021060) Introduction to Computers (1/2 year) (5002000) Art (1/2 year) (5001000) Physical Education (5015070)

6th Grade Language Arts (1001010) Math (1205010) Science (2002040) Social Studies – World Cultures (2105020) Introduction to Computers (1/2 year) (0200000) Art (1/2 year) (0100000) Physical Education (1501100)	Language Arts (1001010) Intensive Reading PACE (1000010) Essential Math 6 (1205010) Science (2002040) Social Studies– World Cultures (2105020) Physical Education (1501100)	Enriched Language Arts (1001020) Enriched Literature Study (included in 1001020) Algebra Readiness (1205070) Science (2002050) Social Studies– World Cultures (2105020) Introduction to Computers (1/2 year) (0200000) Art (1/2 year) (0100000) Physical Education (1501100)
7th Grade Language Arts (1001040) Math (1205040) Science (2002070) Social Studies - Civics (2106010)Art (1/2 year) (0100010) Introduction to Computers (1/2 year) (0200000) Physical Education (1501110)	Language Arts (1001040) Intensive Reading PACE (1000010) Essential Math 7 (1205040) Science (2002070) Social Studies- Civics (2106010) Physical Education (1501110)	Talented Language Arts (1001050) Talented Literature Study (included in 1001050) Algebra I Honors (1206320) Science (2002080) Social Studies- Civics (2106010) Introduction to Computers (1/2 year) (0200000) Art (1/2 year) (0100010) Physical Education (1501110)
8th Grade Language Arts (1001070) Algebra Readiness (1205070) Science (2002100) Social Studies - US History(2100010) Career Education (1/2 year) (2305000) Art (1/2 year) (0100020) Physical Education (1501120)	Language Arts (1001070) Intensive Reading PACE (1000010) Essential Math 8 Pre-Algebra (1205070) Science (2002100) Social Studies - US History(2100010) Career Education (1/2 year) (2305000) Physical Education (1501120)	Talented Language Arts (1001080) Talented Literature Study (included in 1001080) Geometry Honors (1200320) Science (2002100) Social Studies - US History(2100010) Career Education (1/2 year) (2305000) Art (1/2 year) (0100020) Physical Education (1501120)

Regular Track	Honors Track	Rigorous Academic Track
9th Grade English 1 (1001310) Algebra 1 (1200310) World History (2109310) Earth Space Science (2001310) Elective (1.0 credit) Elective (1.0 credit)	English 1 Honors (1001320) Algebra 1 Honors (1200320) World History Honors (2109320) Earth Space Science Honors (2001320) Elective (1.0 credit) Elective (1.0 credit)	English 1 Honors (1001320) Algebra 1 Honors (1200320) World History Honors (2109320) Earth Space Science Honors (2001320) Elective (1.0 credit) Elective (1.0 credit)

10th Grade English 2 (1001340) Geometry (1206310) Biology (2000310) Spanish 1 (0708340) Elective (1.0 credit) Elective (1.0 credit)	English 2 Honors (1001350) Geometry Honors (1206320) Biology Honors (2000320) Spanish 1 (0708340) Elective (1.0 credit) Elective (1.0 credit)	English 2 Honors (1001350) Geometry Honors (1206320) Biology Honors (2000320) Spanish 1 (0708340) Elective (1.0 credit) Elective (1.0 credit)
11th Grade English 3 (1001370) US History (2100310) Algebra 2 (1200330) or Liberal Arts Math (1208300) Chemistry (2003340) or Marine Science (2002500) Spanish 2 (0708350) Elective (1.0 credit)	English 3 Honors (1001380) or AP Language (1001420) US History Honors (1200320) Algebra 2 Honors (1200340) Chemistry Honors (2003350) or Marine Science Honors (2002510) Spanish 2 (0708350) Elective (1.0 credit) Elective (1.0 credit)	AP Language (1001420) AP US History (2100330) Algebra 2 Honors (1200340) Chemistry Honors (2003350) or Marine Science Honors (2002510) Spanish 2 (0708350) Elective (1.0 credit) Elective (1.0 credit)
12th Grade English 4 (1001400) Economics(2102310)/Government(2106310) Algebra 2 (1200330) or Liberal Arts Math (1208300) or Pre-Calculus Honors (1202340) Elective (1.0 credit) Elective (1.0 credit) Elective (1.0 credit)	English 4 Honors (1001410) or AP Literature (1001430) Pre-Calculus Honors (1202340) Economics Honors (2102320) and Government Honors (2106320) Elective (1.0 credit) Elective (1.0 credit) Elective (1.0 credit)	AP Literature (1001430) Pre-Calculus Honors (1202340) AP Economics (Micro 2106360 and Macro 2106370) Government (2106420) Elective (1.0 credit) Elective (1.0 credit) Elective (1.0 credit)

9-12 Electives and Additional Course Offerings

Technology

Introduction to Computers and Applications (0200310)
Computer Programming I (0201300) and II (0201310)
AP Computer Science (0200320)
Computing for College and Careers (8209020)
Emergent Computer Technology (0200360)
Web Design II (8207120)

Health and PE

HOPE (3026010)
Personal Fitness (1501300)
Fitness Lifestyle Design (1501310)
Life Management Skills (0800300)

Humanities and English

Art History (0100330)
AP Art History (0100300)

Journalism (1006300)
Music Appreciation (1301310)
Speech and Debate (1007300)
Reading for College Success (1008350)
English 4: Florida College Prep (001405)
Intensive Language Arts (1000400)

Languages

Chinese I (0711300), II (0711310), III (0711320)
French I (0701320), II (0701330)
Latin I (0706300), II (0706310), III (0706320)
Sign Language I (0717300), II (0717310)
Spanish I (0708340), II (0708350)
Spanish for Spanish Speakers (0709300)
AP Spanish Language (0708400)

Science

Environmental Science (2001340)
AP Environmental Science (2001380)
Physical Science (2003310)

Physical Science Honors (2003320)
Physics I (2003380)
Physics I Honors (2003390)

Social Studies

Psychology (2107300)

AP Human Geography (2103400)

Other

HS Critical Thinking Skills (1700370)
Driver Safety and Education (1900300)

ATTACHMENT D
Reporting Schedule (Illustrative from 2011-12)

Full Time VIP Grades and Attendance

Two different Grade and Attendance reports will be sent. A “Nine Week” grade and attendance report will report the 9 week period only and is non-cumulative from the previous nine week period; there will be 2 reports (prepared following the close of Q1 and Q3, respectively). A “Final Semester” report will report the cumulative grade and attendance from the beginning of the semester; these reports will follow Q2 and Q4, coincident with the close of Fall and Spring semesters, respectively.

Nine Week Period	End of Nine Weeks	CA Sends Data to FLVS	FLVS Sends Reports to Districts	Reports
1	10/25/2011	11/1/2011	11/2/2011	1 st Nine Weeks
2	1/20/2012	1/30/2012	1/31/2012	Fall Semester
3	4/4/2012	4/11/2012	4/12/2012	3 rd Nine Weeks
4	6/8/2012	6/18/2012	6/19/2012	Spring Semester

Full Time VIP Survey Data

Preliminary survey data will be sent to the districts two weeks prior to Date Certain for survey periods 2 and 3. This will allow the districts enough time to enter the student’s schedule into the system prior to Date Certain. Then, immediately following Date Certain, a report showing ONLY the changes will be sent to the district.

Survey	DOE Date Certain	CA Sends Data to FLVS	FLVS Sends Reports to Districts	Data Type
1	7/15/2011	N/A	N/A	N/A
8	N/A	9/1/2011	9/2/2011	Staff Demographic
6	9/2/2011	8/31/2011	9/1/2011	Student Demographic
6	9/16/2011	9/14/2011	9/15/2011	
2		9/29/2011	9/30/2011	All Data
2	10/14/2011	10/17/2011	10/18/2011	Changes Only
3		2/2/2012	2/3/2012	All Data
3	2/17/2012	2/20/2012	2/21/2012	Changes Only
4	6/15/2012	6/20/2012	6/21/2012	All Data

† Dates are provided as example only and will be updated to reflect Dates Certain for 2012-13.